



# US Bureau of Indian Affairs **Request for Proposal**

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Western Regional Office  
Phoenix, Arizona

Division of Environmental Safety &  
Cultural Resource Management

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## *Post Closure Management Review and Recommendations for Continued Post Closure Obligations, Estimation of Clean Closure Costs, and Appraisal of Leased Tribal Trust Lands*

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~~Legacy Mineral Beneficiation Waste Disposal Site,~~

Shivwits Indian Reservation of the State of Utah

Washington County

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### **PART 1: INTRODUCTION**

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#### **1.1 General Information**

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The Bureau of Indian Affairs (BIA) Western Regional Office (WRO) is soliciting professional services and technical support completed for tasks and authorized, optional work in accordance to the standards and specifications and contractual conditions established in this scope of work (SOW) for Environmental and Real Estate services. These services and support are provided to the WRO and servicing BIA field Office, Southern Paiute Agency (SPA) for the Shivwits Band (Band) of Paiute Indian Tribe of Utah (the Tribe). The environmental enforcement regulatory agency is the U.S. Environmental Protection Agency (EPA), Region 8, RCRA / CERCLA Technical Enforcement Program, Division of Enforcement, Compliance and Environmental Justice, and the Hecla Mining Company (Hecla) is the lessee of the subject property.

#### **1.2 Overview of Solicited Goods and Services**

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Work entails field work and meetings in the vicinity of St. George Utah, comprehensive review of engineering design and construction documents, administrative, enforcement and compliance records, inspection reports, environmental studies and other documentation provided to support development, presentation, delivery and acceptance of service products and performance of work outlined and detailed in Part 3 of this SOW. Service products include: (1) Environmental Risk and Impact Analysis and Long Term Monitoring and Maintenance Plan (LTMP), developed for inspection and preventative maintenance and environmental monitoring for continued post closure care at Hecla's former Apex Facility Pond #2 Mineral Beneficiation Waste Disposal Site (Pond #2) located on tribal trust lands leased to Hecla by the Band; (2) an Engineer's Cost Estimate, detailing assumption and financial resources required to clean close Pond #2, eliminating this encumbrance to tribal trust land assets, and; (3) One appraisal assignment with two market values for two Scenarios. The purpose of the appraisal assignment is to have the appraiser/contractor provide an opinion of Market Value on trust or restricted tribal lands for adjustment of Hecla's annual payment to the Band for the continued use of Pond 2 in present condition.

#### **1.3 Optional Services**

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Offerors are advised of requirement for performance of additional services, as directed, pursuant to exercise of Optional Services Clause (Task #4) of this requirement. Optional services may be exercised at BIA's discretion, at any time within stated performance period of the contract, provided availability of funds. These services may only be authorized by the BIA Contracting Officer (CO), in writing, or his/her designee. Unit prices for all direct and indirect costs required to fully execute these Optional services, as described, must be included in prospective Offerors' proposal. See Part 8 of this Section for listing of Optional Services.

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### PART 2: BACKGROUND

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#### 2.1 The Band and the Fiduciary

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The Shivwits Band of Paiutes (the Band) is one of the five constituent bands of the Paiute Indian Tribe of Utah (the Tribe). The Band occupies a contiguous parcel of federally-reserved trust land within Washington County. The reservation was established in 1891 following the Band's federal recognition that same year, and included 100 acres of the Band's aboriginal territory along the Santa Clara River near Shivwits, located approximately 10 miles west of St. George, Utah in Washington County. The Shivwits Indian Reservation today totals 28,229 acres, and is illustrated in [Figure -1](#) and [Figure -2](#).

The Shivwits Reservation provides the Band, as beneficiary, with capital endowment of natural resources and capacity to pursue economic ventures for resource development and revenue for support of tribal services and infrastructure, opportunity for employment and training, and other tangible benefits. The U.S. Department of Interior's BIA is responsible for the administration and management of subsurface minerals estates held in trust for the Band by the United States. Moreover, federal Indian trust responsibilities include promotion of economic opportunities, and the protection and improvement of the Band's natural resource trust assets. Fiduciary support for economic development and environmental protection are extended to the Band (and tribal trust assets) by the Real Estate Services, the Division of Environmental, Safety, and Cultural Resources Management (DESCRM), and other programs of WRO and SPA, located in Phoenix, Arizona, and St. George, Utah, respectively.

In 1983, the Band entered into a Lease Agreement authorizing rental of tribal trust land for construction and operation of a mineral processing facility to extract gallium and germanium from ore mined at a nearby mine site. This Agreement, and subsequent Agreements and Amendments thereafter, were approved by BIA in support of the Band's economic interests and capital development. Following commencement of milling operations, the Lessee developed a series of surface impoundment, or ponds, for retention of tailings, processing fluids and other mineral beneficiation wastes. One of these impoundments would later be converted from a waste storage site and used by Hecla, the current Lessee of the property for the permanent disposal of mill and mining wastes generated during the term of the lease, contaminated soil, and other wastes from cleanup and reclamation of the greater Facility property. This impoundment is referenced as the Hecla Apex Facility Pond #2 (Pond 2, or the "Site"), and is the basis of solicited services required herein.

#### 2.2 Lessees and Operations

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The St. George Mining Company (SGMC) entered into a 25-year [Lease Agreement](#) with the Band for lease of approximately one hundred acres of tribal trust land for construction and operation of mineral processing facility, the "SGMC" Apex Facility, for extraction of gallium and germanium from copper ore mined from the nearby Apex Mine. This leased area is referred to as the Apex Property (the Property); the lease designated use of thirty (30) acres for production and seventy (70) acres for general storage and waste disposal. The boundary of the 180 leased acres is presented in [Figure 3](#).

From 1984 to 1988, tailings from the gallium and germanium extraction process were disposed of in Pond 2, as well as other surface impoundments at the site. At the end of SGMC's operation in 1988, there were a total of eight synthetically-lined ponds containing varying quantities and concentrations of solutions and solids from the gallium and germanium extraction process.

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In March, 1989, The Hecla Mining Company (Hecla) purchased the Lease, SGMC Apex Facility and existing operations from SGMC, and continued gallium and germanium extraction operations until 1990. During this period, Hecla used Pond 2 for disposal of mill tailings. Following the shutdown of the gallium and germanium operation in 1990, the "Hecla" Apex Facility operated a cobalt-sulfate recovery process, also disposing of wastes into Pond 2.

In 1995, Hecla sold the majority interest of the Property, Facilities, and operations to OMG Americas, Inc (OMG). Under the terms of the Purchase and Sale Agreement, OMG stipulated that Hecla:

- (1) cleanup the Property, removing materials (with concentrations exceeding 80 parts per million for arsenic, lead and total petroleum hydrocarbons) in and below the ore stockpile area and from all surface impoundments on acreage being acquired by OMG, in accordance with soil cleanup standards established by the State of Utah, and;
- (2) retain lease rights for the 8.2 acres of the Property occupied by Pond 2, including, all owner/operator liability associated with Site closure, post closure monitoring and maintenance, provided that Hecla would use the Site for permanent disposal of mineral wastes and reclaimed soil generated during the cleanup.

Accordingly, Hecla entered into a Lease Amendment with the Band in September, 1995, for lease of 8.2 acres of occupied by the Site, and sold the Hecla Apex Facility, operations and lease for the remainder of the Property to OMG; OMG continued operations of the "OMG" Apex Facility for recovery and production of cobalt, and in 1998, added operations for recovery of tungsten. OMG ceased operations upon expiration of their lease agreement with the Band in 2002, and performed off-site disposal of wastes from their operations to the Washington County Landfill when they decommissioned their portion of the Apex facility. There have been no mineral processing operations on the Property since 2002, although Hecla continues to lease the 8.2 acres for post closure management, maintenance and monitoring of Pond #2.

### 2.3 Pond #2

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Pond 2 was established as surface impoundment used for retention of operational wastes by SGMC in 1984. In July 1995, Hecla initiated cleanup from past operations on the property, reclaiming and consolidating waste materials, old liners and excavated soils from the plant, office/shop and ore storage areas into and placing them into Pond 2. These materials include: (1) tailings from SGMC and Hecla gallium/germanium recovery operations; (2) neutralized waste and liner materials from Hecla cleanup of other ponds at the site, (3) residual ore and underlying subsoils from Hecla cleanup of the ore stockpile area; and (4) certain waste materials from Hecla's cobalt sulfate recovery operations.

Pond 2 is synthetically bottom lined, capped, and covered, fenced and is approximately 500 feet in diameter and 30 feet deep. A diversion ditch collects potential run-off from the south and east of the impoundment and conveys this flow around the east side of Pond 2. In 1997 Hecla constructed a synthetically lined ditch flowing to a synthetically lined evaporation pond on the southwest side of Pond No.2. A second evaporation pond was constructed in 1998 to increase the holding and evaporation capacity of any seepage water emanating from the southeast corner of Pond No.2. Between January 2000 and March 2001, various improvements to the evaporation pond system were made including constructing a third pond, excavating and backfilling the second pond, and re-lining the evaporation system. The configuration of Pond 2 is presented by the Plan and Profile Views developed for the Site.

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In July, 2004, EPA approved the Final Closure Work Plan for the Site, prepared by Monster Engineering, Inc. (Monster), presented to BIA and the Band, with cover letter stating that "sufficient environmental investigations had been performed in the vicinity of Pond No.2 and *that further soil sampling or groundwater monitoring at the site was not necessary or prudent*" (emphasis added). EPA further asserted that Pond 2 is not a hazardous waste landfill as per 40 CFR 265 and therefore a 30-year monitoring plan and facility maintenance program under 40 C.F.R. Part 258 was not appropriate. Hecla commenced closure of the Site in July 2004, completing Site closure by December the following year. Hecla has performed short term monthly inspections at the Site monitoring the cap and cover systems, since February 2006. The Final Closure Work Plan and the Post Closure Monitoring and Maintenance Plan (and inspections) for the Hecla Pond 2 Facility were prepared in accordance with EPA's Administrative Order on Consent (AOC), issued to Hecla in September 2004, for protection of tribal assets and trust resources. The AOC is discussed further in Subpart 2.4.

### 2.4 Regulation and Enforcement

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Hecla submitted a Part A Resource Conservation and Recovery Act (RCRA) permit application to EPA Region 8, in February 1990, to treat, store, and dispose of hazardous wastes on-site within the boundaries of leased premises. In May 1990, Hecla provided EPA Region 8 with a summary of the Facility's acid leaching operation, wherein Hecla concluded that because the acid leaching operation at the facility constituted mineral beneficiation, any wastes generated from this process were not hazardous waste as defined by RCRA Subtitle C regulations. Following EPA's concurrence with Hecla's conclusion, Hecla withdrew its Part A application, in November 1990.

In 1998, the EPA commenced an investigation into potential groundwater contamination at the Site. In September 1999, EPA issued an Order Requiring Monitoring, Testing, Analysis and Reporting ("Order") pursuant to section 3013 of RCRA, 42 U.S.C. § 6934, noting that EPA inspectors observed uncontrolled seepage on the northeast side of the waste pile during the November, 1998 inspection. Hecla complied with this Order and submitted a Soil Sampling and Analysis Work Plan to EPA, and later approved in September, 2001. Pursuant to this work plan, Hecla performed a full investigation to identify and characterize environmental impacts to soil and groundwater from contaminant(s) migrating from the Site; this investigation identified no groundwater contamination in the vicinity of Pond 2.

In September, 2004, EPA issued the superseding AOC under Section 7003 of RCRA, stipulating verbatim that Hecla:

- (1) Within forty-five (45) days of Hecla's receipt of notice of the filing of this Consent Order with the EPA Regional Judicial Officer, Respondent shall begin to implement the EPA-approved Closure Work Plan attached to this Consent Order as Attachment A.
- (2) Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to the Consent Order. Upon the effective date of this Consent Order, progress reports for each month's activities will be due on the 28th day of the following month. The requirement to submit progress reports will continue until all tasks required by the Consent Order have been completed. These reports shall include the following information: a) activities accomplished and progress made during the reporting period; b) problems and resolved solutions; c) sampling/laboratory activities, samples collection, analyses requested, and analytical results received; d) personnel or schedule changes; e) activities planned for the next reporting period; and f) estimated or actual costs for the activities planned.

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- (3) Within thirty (30) days of the completion of all tasks required by the Closure Work Plan, Respondent shall submit for EPA review and approval a (Construction) Completion Report summarizing the actions taken to comply with the Closure Work Plan. The Completion Report shall have accompanying appendices containing all relevant documentation generated, including analytical data, waste determinations, manifests, engineering designs, invoices or purchase orders, bills, contracts, receipts, and canceled checks.

In accordance with the approved Final Engineering Report (Monster, March 2004), Hecla commenced closure activities at Pond No.2 in July 2004. Closure activities consisted of:

- ✓ Dewatering of the upper layers of the impoundment initially using vertical wicks and later a system of sumps and pumps
- ✓ Construction of evaporation ponds on top of the containment for disposal of removed water
- ✓ Impoundment re-grading and embankment re-sloping and compaction
- ✓ Installation of a Geo-synthetic clay liner (GCL) tied to the existing impoundment liner
- ✓ Removal of evaporation ponds and final surface re-grading
- ✓ Installation of a GCL barrier layer on top of the re-graded surface
- ✓ Installation of a protective layer of sandy lean clay over the barrier layer
- ✓ Installation of an erosion-resistant surface layer of 3-inch well graded rock and placement of settlement monuments

Closure activities were substantially completed in December 2005. The post construction inspection of Pond No.2 was conducted by EPA on May 23, 2006, and reported in the RCRA Compliance Evaluation Inspection Report, prepared by EPA and dated May 23, 2006 (EPA, 2006a).

The report noted a discolored area of soil on the northeastern side of Pond No.2 which was sampled by a Hecla representative as was a second small area of discoloration located on the southwest side of the Pond No.2 impoundment. Laboratory analysis of the sample from the southwest side of Pond No.2 indicated a TPH as motor oil concentration of 70,500 milligrams per kilogram (mg/kg). Hecla postulated that this contamination resulted from leakage of heavy equipment parked in the area during closure activities (Hecla, 2006). No remedial action was proposed by Hecla.

### 2.5 Other Studies

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In 2005 and again in 2006 BIA WRO hired Environmental Consultants Ninyo and Moore (Las Vegas, NV Office) to perform an independent, limited sub-surface assessment to evaluate soils and groundwater, if encountered, for past releases of contaminants in the vicinity of Pond #2, and, for the development of a cost estimate for the removal and off-reservation disposal of Pond #2 and its contents. The results of these investigations are available from the Assessment of In-Place and Removal Options for Wastes in Hecla Mining Company Apex Site Pond No.2 (November, 2005), and the Limited Subsurface Assessment Report (December, 2006).

Significant Conclusions and recommendations from the Ninyo and Moore report are summarized below for both off-site disposal of wastes, and for continued monitoring of the Pond #2 disposal Site, as follows:

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### Clean Clousre

- The estimated costs for the Off-Site Disposal Option for wastes in Hecla Pond No.2 are approximately \$10.5 million for excavation, transportation, and disposal at the ECDC facility at East Carbon, Utah.
- If negotiations with Hecla Mining Company regarding off-site disposal of wastes from Pond No.2 are not successful, we recommend that a program of soil exploration and groundwater monitoring be considered.

### Monitoring

- The monitoring plan for closure of Hecla Pond No.2 does not include monitoring of shallow and deeper groundwater for potential releases of leachate. Ninyo & Moore recommends installation of several shallow groundwater monitoring wells, 25 to 30 feet deep, around the closed Hecla Pond No.2, and at least one deeper groundwater monitoring well, approximately 300 feet deep, downgradient of the closed Hecla Pond No.2.
- Ninyo & Moore recommends sampling and analysis of soil from the borings, and groundwater from these wells to evaluate whether or not there have been past releases of leachate from Pond No.2.
- Ninyo & Moore recommends establishment of a program of monitoring for the presence of groundwater and annual sampling and laboratory analyses of any groundwater present in these wells to monitor for possible future releases of leachate and impacts to groundwater at the site.

## 2.6 Progress Reports

The first post closure inspection (progress report) for the Hecla Pond -2 Site was conducted February, 2006. Since that time, Hecla has continued to perform the monthly inspections; the last required inspection was conducted February, 2011, demarking the official end of the 5-year post closure requirement of the RCRA AO. Copies of monthly progress reports are attached.

## 2.7 Long-Term Monitoring and Maintenance Plan

Hecla's Long-Term Monitoring and Maintenance Plan (LTMP) was developed in 2004 by Monster Engineering, submitted as attached Appendix an attachment of Hecla's EPA-approved, 2004 Final Closure Work Plan. The LTMP detailed steps to be taken to ensure continued integrity and effectiveness of the Pond 2 final cover system at Hecla Mining Company's Apex Site.

The key elements of the LTMP are:

- Detection methods (monitoring schedule and site inspection methods);
- allowable limits (guidelines for interpreting monitoring results), and;
- remediation plan when/if limits are exceeded (list of preventative maintenance activities).

The LTMP contains the following items:



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- monitoring schedule and site inspection methods;
- guidelines for interpreting monitoring results, and;
- a list of preventative maintenance activities.

### 2.8 Stakeholder Concerns

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There are two distinct issues concerning Pond 2; (1) Ongoing liability at the Site, particularly with an expired LTMP, but also diminished worth of the property as a function of said liability, and; (2) The continued potential for off-site contamination and injury to trust resources. Accordingly, the Band has expressed to Hecla and to EPA that Clean Closure of the Site is the only sensible remedy to address both issues.

BIA supports the Band's remedy, arguably the most costly but effective option. As with any comparable "dry-tomb" landfill permitted by US EPA under RCRA Subtitle D, the objective for the cover and liner design is to keep the buried wastes dry after closure and to prevent future formation of landfill gas and leachate. However, Subtitle D "dry-tomb" landfilling does not render buried wastes innocuous; at best, it only postpones groundwater pollution. Even if the landfill owner meets its obligations for 30-year post-closure care, the hazards of a dry-tomb landfill continue long after that period. And while such landfills may give the appearance of being protective, they may actually pose predictable threats to the health, welfare, and interests of those who own/use property in the sphere of influence of the landfills, as well as to groundwater resources and other aspects of environmental quality in the sphere of influence of the landfills<sup>1</sup>.

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<sup>1</sup> Review of Potential Impacts of Landfills & Associated Post Closure Cost Issues, G Fred Lee, PhD, PE, BCEE, F.ASCE and Anne Jones-Lee, PhD; April, 2012.

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### **PART 3: DESCRIPTION OF GOODS AND SERVICES**

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#### **3.1 Statement of Work**

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The successful Offeror shall supply BIA WRO the professional services and technical support, subcontracted as necessary, to implement and fully execute required Tasks #1, -2, and -3, as described. Services and support are to include, but are not limited to: contract administration, project management and coordination; furnishing of personnel, labor, equipment, materials and supplies necessary for the development, submittal, and acceptance of deliverables; performance of work, services, and products rendered with observance of, and adherence to the conditions and prescriptive specifications provided in this Part.

This scope of work includes contract services, support, and products rendered for the following required and optional Tasks:

- **Task 1:** Evaluation and Production of Management Alternatives, Remedy Selection and Revision of the Hecla Pond #2 Long-Term Monitoring and Maintenance Plan
- **Task 2:** Project Design and Engineering Estimate of Assumptions and Costs to Clean Close the Hecla Pond #2 Disposal Site
- **Task 3:** Appraisals of Real Property for Hecla Pond #2 and OMG Apex Facility Leases
- **Task 4:** Optional Services (See Part 8)

#### **3.2 Performance Standards and Work Specifications**

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##### **3.2.1 Records Review**

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The contractor shall review documents and records associated with the HECLA Lease, Apex Facility and Pond 2 Impoundment, provided post award by WRO. A comprehensive list of documents and records available for reviewed is presented in the Table of Documents, Table 1 (**attached**).

The review shall be performed in-house at WRO DESC RM, with facilities and accommodations provided. For offsite review at the contractor's home office, the contractor shall arrange and provide for all shipping and reprographic services and debt for duplication of original documents and delivery of copies; original documents may not be loaned or borrowed.

This Task shall be coordinated with the Contracting Officer's Representative (COR), Mr. John Krause, Regional Environmental Scientist. WRO DESC RM is located on the 12<sup>th</sup> Floor, 2600 N. Central Avenue, Phoenix, AZ 85004.

A minimum total of thirty-two (32) labor hours is estimated for completion of this activity. Bidders should assume a total of 700 double sided 8.5"x11" black and white print copies for reprographic services

##### **3.2.2 Site Visit, Coordination and Scheduling**

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The contractor shall travel to the Shivwits Reservation and conduct a one (1) day site visit to visually assess environmental setting and Site conditions. During this visit, the contractor shall document information required for review and update of the LTMP, including but not limited to:

- General Site Conditions
- Condition of Fencing, Site Security and Access
- Occurrences of pooled or standing water
- Cracks in soil cover material
- Evidence of subsidence or settlement
- Instability and/or irregularities of sloped surfaces
- Erosion potential for cover and slopes
- Discolored soil /evidence of seepage

The contractor shall conduct the site visit within 60 calendar days from the NTP, coordinating and scheduling the visit with stakeholder representatives Hecla, SPA, and the Band within 45 calendar days from the NTP. Representatives and contact information is provided below:

Hecla Mining Company  
Paul Glacier, Project Manager,  
Phone: To be Provided

Shivwits Band of Paiute Indians  
Charlotte Lomeli, Chairman  
Phone: To be Provided

Paiute Indian Tribe of Utah  
Gaylord Robb, Natural  
Phone: To be Provided

Southern Paiute Agency  
Paul Schlafly, Natural Resources Specialist  
Phone: (435) 674-9720

The contractor's initial coordination with Band members and Tribal Offices shall include a brief overview of the services provided herein, with specific detail offered concerning the scope and duration of field services. The contractor shall arrange physical access to the Site from Hecla, and must receive verbal authorization from the Band for access to leased properties on tribal trust land.

A minimum total of eight (8) labor hours is estimated for completion of this activity. Bids should include additional labor hours and travel expenses required for completion of this activity.

### **3.2.3 LTMP Review and Update**

The contractor shall evaluate the Site's expired LTMP relative to a standard site specific conceptual model and risk-based methodology, developed by the contractor and presented to BIA in the form of a Technical Proposal. The proposal shall be submitted in response to this solicitation. Following award, the Technical Proposal shall be adopted and converted by the contractor into a formal Project Work Plan for use to guide the project forward and to communicate the contractor's standard model and methodology among stakeholders. As a deliverable, the Project Work Plan shall include the updated LTMP, updated as necessary, to insure the continued protection of trust resources. The contractor shall submit an updated LTMP to stakeholders for adoption and future use at the Site.

The contractor's evaluation shall consider the following information, presented without order of significance or priority:

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- Historical Operations of SGMC, Hecla, and OMG
- Lease Site Cleanup, Wastes, and In-situ Disposal
- Final Engineering Report for the Hecla Pond 2 Site
- Hecla Pond 2 Monitoring and Maintenance Plan
- Post Closure Inspections and Reports
- Environmental Assessments and Contaminant Characterizations
- Compliance History, Preventative and Corrective Actions
- Contractor Field Services for Visual Inspection of the Pond 2 Site
- Standards and Guidance for Post Closure Monitoring of Beneficiation Waste Disposal Sites
- Tribal Concerns of the Paiute Tribe and Shivwits Band
- Comments and Recommendations provided by BIA
- Results of Optional Task 4 Field Investigations (See Part 8)

The contractor shall propose recommendations for revision of current monitoring and maintenance at the Hecla Pond 2 Site, as appropriate, including but not limited to established methods and procedures for:

- ✓ Monitoring Controls and Indicators
- ✓ Criteria Used for Interpretation of Monitoring Results
- ✓ Monitoring Schedule, Inspection Methods and Reporting
- ✓ Preventive Maintenance
- ✓ Release Response, Cleanup and Stabilization
- ✓ Table of Assumptions

The revised plan for continued long-term monitoring and maintenance at the site shall be titled the "Hecla Pond 2 Monitoring and Maintenance Plan, Second Edition."

Twenty (20) labor hours are estimated for development of the contractor's Project Work Plan. A minimum total of sixty (60) labor hours are estimated for development of draft and final LTMP documents prepared during execution of this Task. Bidders shall include additional labor hours for supporting services, such as GIS/CADD and clerical.

### **3.2.4 Presentations and Meetings**

The contractor will attend two (2) meetings, held in Shivwits, Utah, for presentation of the Project Work Plan, draft LTMP, and the Hecla Pond 2 Monitoring and Maintenance Plan, Second Edition final product. The contractor bears no responsibilities for coordinating or scheduling either meeting with entities other than the COR. Meeting #1: Presentation of the draft plan and proposed revisions shall be provided by the contractor to representatives of the Band and BIA within seventy-five (75) calendar days from the NTP. Meeting #2: Presentation of the final product to representatives of Hecla, EPA, the Band and BIA within one hundred thirty-five (135) days from the NTP.

The contractor shall provide PowerPoint presentations at both meetings, hardcopy handouts of the presentation and hardcopies of the Project Work Plan, draft and final documents. The contractor shall provide for all hardware required for the presentation of contractor services and products.

During the first meeting, the contractor shall present the Project Work Plan, including site model and evaluative methods, draft LTMP, draft Clean Closure Estimate, and draft Property Appraisal. The draft final LTMP, draft final Clean Closure Estimate, and draft final Property Appraisal Report shall be presented by the contractor to stakeholders during the second meeting. A total of twenty (20) labor hours are estimated for this activity.

### **3.2.5 Engineer's Estimate for Clean Closure and Reclamation**

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The contractor shall identify tasks, activities and assumptions with sufficient detail necessary to generate a cost estimate for clean closure of the Site, including waste removal, transport, and disposal at the nearest appropriate hazardous waste disposal facility, utilizing RACER software or alternative standard application. A minimum total of twelve (12) labor hours are estimated for this Task.

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### 3.2.6 Real Estate Services for Valuation and Appraisal of Leased Property and Assets

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#### A. General

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- (1) The goal is to receive professional written reports, unbiased, prepared independently and impartially by qualified appraiser(s), setting forth a credible opinion of value for the described property, supported by the presentation and analysis of relevant market information. The statement of work is for one appraisal assignment with two market values for Scenario 1 and Scenario 2. The appraisal report will be a summary appraisal report.

<b>Client:</b>	The Office of Special Trustee for American Indians (OST), Office of Appraisal Services (OAS). Bureau of Indian Affairs (BIA), Western Regional Office, and Southern Paiute Agency is co-client.
<b>Intended Users:</b>	The Office of Special Trustee for American Indians (OST), Office of Appraisal Services (OAS), BIA Western Regional Office, Southern Paiute Agency; the Shivwits Band of Paiute Indians, and the Paiute Indian Tribe of Utah.
<b>Intended Use:</b>	For use by the BIA Western Region, Southern Paiute Agency and Southern Paiute Agency; the Shivwits Band of Paiute Indians, and the Paiute Indian Tribe of Utah for negotiation purposes.
<b>Purpose of the Appraisal or Evaluation:</b>	The purpose is to have the Appraiser/Contractor provide an opinion of MARKET VALUE on trust or restricted tribal lands.
<b>Definition of Market Value:</b>	"The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal." [Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, 5 <sup>th</sup> ed. (Appraisal Institute, 2000), 13.]
<b>Effective Date of Value:</b>	The date of last property inspection must be no later than <u>30 calendar days</u> prior to the submission of the completed appraisal report.
<b>Property Interests:</b>	The subject property shall be considered as if held in "fee simple" estate, subject to existing encumbrances, liens, restrictions, etc. Any encumbrances, recorded or not recorded on the Title Status Report ("TSR") must be discussed in the appraisal report.
<b>Improvements:</b>	Site infrastructure and vertical improvements (if there is a contributory value), are to be considered in the appraisal for Scenario 1. Site infrastructure to be

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considered in Scenario 2.

### **Larger Parcel:**

"The larger parcel, ..., is defined as that tract, or those tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use." [The Interagency Land Acquisition Conference, *Uniform Appraisal Standards for Federal Acquisitions*, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2000,) 17].

### **Hypothetical Conditions:**

The Appraiser/Contractor may not assume or invoke other hypothetical conditions without written approval from the identified Contracting Officer's Technical Representative (COTR). The following Hypothetical Conditions are to be used:

1. For Scenario 1 and Scenario 2: Real property rights, surface rights only, as if fee simple.
2. For Scenario 2: That the property is free and clear of any hazardous waste materials or contamination as a result of the deposited materials in the 8.2 acre waste pile, identified as Pond 2.
3. For Scenario 2: It is to be assumed that the waste pile does not exist and the property is ready and available for its highest and best use as of the Effective Date of valuation.
4. For Scenario 1 and Scenario 2: That the existing lease for the subject property does not exist. Appraisal for fee simple interest, excluding the lease encumbrance.

### **Extraordinary Assumptions:**

The Appraiser/Contractor may not assume or invoke extraordinary assumption(s) without written approval from the identified COTR.

### **Jurisdictional Exception:**

The Appraiser/Contractor may not assume or invoke jurisdictional exception without written approval from the identified COTR.

### **Inspection Permission:**

The Appraiser/Contractor should contact the Southern Paiute Agency before site inspection to obtain and verify permission or clarify any concerns specific to the site inspection of the subject property.

The Appraiser /Contractor must give representatives of the BIA, OST-OAS and the landowner(s) the opportunity to accompany the Appraiser/Contractor during the site inspection of the subject property. However, the accompanying individual must pay for his/her own transportation costs. Each report shall include a statement of the efforts to meet this requirement.

### **Supplemental Standards:**

The appraisal report must conform to the standards established by USPAP and UASFLA, when applicable. No other supplemental standards are applicable.

### **Controversies/Issues:**

The Appraiser/Contractor should immediately notify the identified OAS Technical

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Contact - Regional Appraiser if issues pertaining to the appraisal are identified during the course of the assignment. Conflicts discovered by the Appraiser/Contractor in the course of the project shall be reported to the COTR in writing within five working days from discovery. The Appraiser/Contractor is not required to resolve title or possession conflicts, but is required to report facts and professional opinions that may be relative to the conflict.

**Scope and  
Statement of Work  
Changes:**

The Appraiser/Contractor may not accept any changes or additions from any source other than by modification to the contract/purchase order from the Contracting Officer. The identified COTR must be contacted if a request for change occurs at the job site location.

**Pre-Work Meetings:**

The Appraiser/Contractor should contact the identified COTR to setup a pre-work meeting at the beginning of the appraisal process. The purpose of the pre-work meeting will be to clarify any issue pertaining to the scope of work, appraisal report requirements, and other concerns specific to the appraisal assignment. The OST, Office of Appraisal Services (OAS) is the office responsible for reviewing the appraisal in accordance with USPAP Standard 3 and will be a participant in any pre-work or post-award meetings held with the Appraiser/Contractor.

- (2) The contractor shall submit to BIA WRO professional, written reports, unbiased, prepared independently and impartially by qualified appraiser(s), setting forth a credible opinion of value for the described property(s), supported by the presentation and analysis of relevant market information. The appraisal report will be a summary appraisal report that conforms to standards established by the USPAP SR2-2(e), supplemental requirements, and conditions presented below.
- (3) The Appraiser/Contractor will furnish all labor, professional assistants, materials, transportation, equipment, tools, operating supplies, and incidentals to complete the work as specified. All work shall be performed by, or under the direct supervision of, a State Certified General Real Estate Appraiser. Direct supervision means the State Certified General Appraiser will be on-site to supervise, aid in analyzing and writing of the three approaches to value, and perform the inspection of the subject and comparable sales. All work performed by others must be reviewed, approved and signed by the Certified Appraiser prior to submission of the appraisal report. Each person contributing significant professional expertise will sign and attach a certification to the report of their contribution and qualifications. The Appraiser/Contractor will interpret and reconcile the estimates of value stating the reason(s) why one or more of the conclusions reached are the best indications of a single final opinion of value. A value range is not acceptable, unless otherwise required.

### ***B. Subject Property***

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- Scenario 1: (The "As Is" Scenario). The property is to be appraised in the before and after situation "as is" with the permanent storage of deposited hazardous materials identified as Pond 2, containing 8.2 acres. The partial taking, at a minimum, would be for the 8.2 acres, or larger, depending on the remaining utility and marketability of the larger parcel,



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as determined by the appraiser. The taking plus damages (possible diminution in value to the land outside either the pond site or larger parcel) is to be considered.

- Scenario 2: (The "As If" Scenario) The property is to be appraised "as if" it is free and clear of any hazardous waste materials or contamination as a result of the hazardous materials deposited in the 8.2 acres, Pond 2. It is to be assumed that the waste pile does not exist and the property, as a whole, is ready and available for its highest and best use as of the Effective Date of valuation.
- (1) The subject property is located within portions of Section 5 and 8, Township 42 South, Range 17 West, Salt Lake Base and Meridian, Northwest of St. George, Washington County, Utah. Maps attached to this Request for Proposal indicate where the subject property is located and a complete legal description for the original leased 100 acres and the 8.2 acre Pond 2 site (HECLA's current leased acreage) will be provided to the selected Appraiser/Contractor.
  - (2) The BIA will provide any other documents necessary for the Appraiser/Contractor to complete the appraisal assignment. The necessary documentation may include, but is not limited to maps, Title Status Report, any leases, information about utilities, physical and legal access, and data that is applicable to the appraisal assignment. The information provided to the Appraiser/Contractor is part of the appraisal report and appraisal work file.
  - (3) The local BIA contact for additional information or clarification about the subject property for the BIA is:

Southern Paiute Agency  
St. George, UT  
Christina Varela, Realty Assistant  
Telephone Number: 435-674-9720

### *C. Technical Considerations and Data Requirements*

- (1) The contractor shall provide a thorough detailed analysis and summary explanation to: subject property description; rationale used to determine highest and best use; adjustments to sale data will be market derived and each will be discussed/explained/illustrated/justified, using sale pairing or other recognized methods to derive adjustments for time, location, size, access, water, utilities, scenic, other, in comparison to subject; comparability, similarities/differences. The analysis will include complete reconciliation and correlation of approaches to value.
- (2) The contractor will insure that each appraisal reflects the prevailing current market conditions; that appraisals are based upon previous transactions from the competitive market area, and that appraisals address/discuss each of the following:
  - Discuss/explain three approaches to value and applicability to the assignment
  - Assumptions & Limited Conditions, Extraordinary Assumptions, Hypothetical Conditions, e.g. real property rights, as in fee simple.
  - Disclose in the addenda of the report the fee received for its preparation.
  - Summarize appraisal problem(s)
  - Local area description & regional data

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- Identify and discuss:
    - ✓ Area and regional boundaries
    - ✓ Client
    - ✓ Subject legal description by section, township, range in aliquot parts
    - ✓ Intended use
    - ✓ Property rights appraised
    - ✓ Type or definition of value with source identified
    - ✓ Forces of value
    - ✓ Appraisal Scope, including efforts to conduct diligent market search
    - ✓ Discuss/describe subject property
    - ✓ Highest and best use
    - ✓ Complete land use allocation/breakout, if applicable
    - ✓ Legal and physical access
    - ✓ Rates of return, if applicable
    - ✓ Availability of water
    - ✓ Hazards or detriments
    - ✓ Zoning & other land use restrictions, e.g. easements and encroachments
    - ✓ Utilities availability and taxes
      - Estimate of exposure time (may be a range) required by USPAP for market value
      - Each report must include in the addenda the following: a copy of the appraisal request, which is considered the work order, the Statement of Work, the employment assignment, and a copy of the TSR.
      - Include so called "common" area information that may not be known to the reader
      - Appraiser competency
      - Include Appraiser Qualifications
      - Definitions as applicable
- (3) The Appraiser/Contractor shall fully disclose and justify within the appraisal report the decision to exclude any information or procedure that may appear relevant to the client, intended users, and reviewer. Compelling reasons must be included in support of the scope of work decision. Gathering of factual information shall be conducted with sufficient diligence to ensure market data having a material or significant effect on resulting opinions are discovered with due diligence to confirm market data. Data shall be analyzed with sufficient care to avoid errors that could have significant effect on resulting opinions and conclusions.
- (5) The Appraiser/Contractor must verify legal descriptions with the survey map(s) and TSR, which are attached to this SOW. Any discrepancies identified in the legal description(s) will be reported immediately to the identified COTR to obtain clarification prior to proceeding with the assignment.
- (6) The appraiser of record must personally inspect the subject property.
- (7) Reports must include a three- year history of the use and occupancy of the subject property. If any of the information cannot be determined, then the appraiser must report the facts. Also include a three-year record of all sales, and if the information is available, then any offers to buy or sell the property being appraised. If no sale of the property has occurred in the past three

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years, then the appraiser shall report the last sale of the property, regardless of the date. Report the rental history of the subject property for at least the past three years, or explain the reasons the information cannot be obtained.

- (8) Reports must include a copy of the Appraiser/Contractor's State Certified General Appraiser License, statement of qualification detailing his/her appraisal education and experience with similar properties to the subject properties. If applicable to the Appraiser/Contractor, then the temporary license and number.
- (8) Reports must include a signed certification consistent with the USPAP Standard Rule 2-3.
- (9) Reports must include photographs of the subject property; date of the photograph taken and by whom, and description of the photograph (subject property): delineated maps and color photographs with North arrow indication and photographer location (see UASFLA A-6 & A-35) of the subject and comparable sales. Map scale to be not less than 1/4 inch per mile. Maps required in each report include:
  - (a) plat or area map of the comparable sales with sections and townships identified, (b) soils (1:24000 scale), (c) topographic (1:24000 scale) including subject and adjacent sections, (d) aerial, and (f) other illustrations or maps as needed to identify or clarify each property's physical elements and condition.
- (10) The Appraiser/Contractor is required to conduct and use due diligence in market research in gathering, collecting, and verifying sales information at the local county courthouse(s) deed records, on or near the reservation including areas outside and adjacent to the boundaries that would be considered within the market neighborhood. The opinion of value will be supported by recent sales on Fee lands (excluding federal, state, Tribal and Trust lands) located in the subject or adjacent counties.
- (11) Written sales sheets will be required in each report for all comparable sales utilized. The sales sheets will address/discuss all of the following as of sale date (UASFLA, pg 22):
  - Grantor and grantee
  - sale date
  - sale price
  - terms of sale
  - buyer/seller motivation
  - type of instrument
  - assessor's parcel number
  - location
  - legal description and size
  - present use
  - highest and best use
  - legal and physical access
  - utilities availability to the property with estimated distance & direction & cost to obtain if applicable
  - identify water source, system or project and costs
  - hazards or detriments

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- **copy of deed** and reference of the deed by county, including book & page or document number
  - exposure time
  - marketing time
  - re-sale information if applicable
  - Description of site or land improvements (well, septic, fences etc.)
  - Capitalization rate to be derived, illustrated and fully explained by use of estimated or actual income/expenses.
  - rates of return to be derived and fully explained, if applicable
  - non-fee contributions (leases, other)
  - Zoning
  - Taxes
  - complete description and estimated contribution of each improvement, if applicable
  - Sale sheets shall include a brief narrative description of the sale property
  - Photograph of the property and description, and the date of photograph
  - Plot map or sketch of each comparable property
  - Comparable Sales Map showing the relative location of the comparable sales to the subject property
- (a) Each sale will be confirmed and supported by the county assessor data (showing acres and/or improvements), and **sale details will be independently verified with the seller or buyer.** Source of sale data confirmation will be disclosed and identified with phone number, date verified and by whom. Distance and direction of a known community or town will be listed. Other sources such as selling agent, lender, attorney, appraiser, and other knowledgeable person are not adequate. Market sources may be supported, not replaced by data published by federal or state agencies.
- (b) The reliability of the data and adjustments must be market extracted and supported by sales verified from "the market" in the quantitative analysis technique, e.g. paired data analysis. The quantitative analysis is required in each report. If the quantitative adjustments cannot be applied, because the adjustments will not result in a credible report, then the qualitative analysis technique may be utilized. An adjustment based upon a statement such as "based upon my experience" is inadequate. Statistical analysis or regression may be used only in support of the quantitative technique.
- (12) Each report must include the OAS Appraisal Report Documentation Checklist (3 pages).
- (13) Each report must adhere to USPAP Standard 1 and 2. In addition to conformance of USPAP Standards 1 and 2, appraisal reports shall include the following four sections: (1) Introduction; (2) Factual data, including technical identification; (3) Presentation of data analysis and conclusions; and (4) Exhibits and addenda containing supplemental information such as pictures, maps, irrigation, if any, and specific to the subject that explain narrative portions in the report will be included.
- (14) The date of last property inspection must be no later than 30 calendar days prior to the submission of the completed appraisal report.

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### *D. Mandatory Requirements*

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- (1) All three approaches to value, Cost Approach, Income Approach, and Sales Comparison Approach, must be analyzed, developed, and reported in the report, as applicable to the assignment. All details and data adjustments, as well as development procedures used for the adjustments made, will be shown in the body of the report in sufficient detail that the reader/user/reviewer can adequately understand the report in detail that is not misleading, and results in a credible report. The opinion of value will be determined and supported by comparable sales that result in a reasonable credible analysis and conclusion. The comparables should have a highest and best use the same as the subject property, and discuss the purpose and reason for the adjustments in the report.

### *E. Tasks*

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- (1) The Appraiser/Contractor will furnish all labor, professional assistants, materials, transportation, equipment, tools, operating supplies, and incidentals to complete the work as specified. All work shall be performed by, or under the direct supervision of, a State Certified General Real Estate Appraiser. **Direct supervision** means the State Certified General Appraiser will be on-site to supervise, aid in analyzing and writing of the three approaches to value, and perform the inspection of the subject and comparable sales. All work performed by others must be reviewed, approved and signed by the Certified Appraiser prior to submission of the appraisal report. Each person contributing significant professional expertise will sign and attach a certification to the report of their contribution and qualifications. The Appraiser/Contractor will interpret and reconcile the estimates of value stating the reason(s) why one or more of the conclusions reached are the best indications of a single final opinion of value. A value range is not acceptable, unless otherwise required.

### *F. Technical Contact and Delivery of the Report to OAS for Review*

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- (1) The responsible person to act as the COTR for the OAS Review of this Appraisal is the Regional Supervisory Appraiser:

Deborah Lewis, Acting Regional Supervisory Appraiser  
Department of Interior  
Office of Special Trustee for American Indians  
Office of Appraisal Services, Western Regional Office  
400 E. Van Buren, Suite 430  
Phoenix, Arizona, 85004  
(620) 379-4398

- (2) An original copy of the appraisal(s) ordered shall be delivered to the BIA, Western Region, COTR for preparation of an Appraisal Request to OST-OAS for an appraisal review.
- (3) Provide one original signed complete report for review; and upon review:

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- a. If the report did not require changes or corrections, provide three additional final original (or color copy) reports with original signatures for a total of four reports.
- b. If the report required changes or corrections, provide three original appraisal reports (or color copies) of the final approved appraisal report with original signatures for a total of three reports.

### *G. Appraisal Review and Acceptance*

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- (1) Reports will be reviewed in accordance with USPAP Standard 3 by OAS prior to acceptance.
- (2) The reviewer is an OST-OAS reviewer with a State Certified General Appraiser License.
- (3) Each report will be reviewed in its entirety for compliance with the SOW and with applicable appraisal standards and rules.
- (4) All file material supplied to the Appraiser/Contractor by the BIA or OAS-WRO is considered and remains government property, it will be returned with the completed report or as requested by the identified COTR (specifically Request for Appraisal, Title Status Report, and maps specific to the property, etc.).
- (5) The Appraiser/Contractor's work file and supporting documentation, upon request, are provided within seven (7) days to the reviewer.

### *H. Appraisal Report Documentation Checklist – Instructions for Use*

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CONTRACT APPRAISER - The **Appraisal Report Documentation Checklist** shall accompany each appraisal completed for OAS review. An electronic copy shall be transmitted by the appraiser to the OAS review appraiser and a paper copy shall be included immediately following the title page of the report and preceding the Letter of Transmittal.

The appraiser will insert the page number on which the appropriate information is found. In the instance that information is found on multiple pages, only the first, or beginning, page number is required. If an item is not applicable to the assignment and report, then N/A should be entered in lieu of the page number.

OFFICE OF APPRAISAL SERVICES - The appraisal checklist will be reviewed to determine that all the required format components are included in the appraisal report. Under the column heading "Reviewer Verification" each box has a drop-down list with choices of "Y", "N", and "N/A". One of these choices should be inserted.

The appraisal Checklist will become a permanent part of the OAS Appraisal Review Work file.

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**Appraisal Report Documentation Checklist Page 1 of 2. OAS Request No.**

Appraiser Page No.	Reviewer Verification	Component	Appraiser Page No.	Reviewer Verification	Component
		<b>A. Title Page</b>			<b>I. Purpose of Appraisal</b>
		Agency Name			<b>J. Summary of Appraisal Problem</b>
		Agency Tract No.			<b>K. Legal Description</b>
		Effective Date of Value			<b>L. Area Description</b>
		Appraiser's Name(s)			<b>M. Site Data</b>
		Appraiser's Address			Present Use
					Access
					Topography
					Soils
					Vegetation
					Land Area
					Shape
					Utilities
					Minerals
					Easements
					Hazards
		<b>B. Letter of Transmittal</b>			<b>N. Improvement Data (if applicable)</b>
		Date of Letter			Type
		Client			Size
		Intended Use			Actual Age
		Intended Users			Effective Age
		Identification of Property			Condition
		Property Rights Appraised			Quality
		Effective Date of Value			Occupancy
		Special Assumptions & Limiting Conditions			Site Improvements
		Special Instructions			
		Estimate of Value			
		<b>C. Table of Contents</b>			<b>O. Fixtures (if applicable)</b>
					<b>P. History</b>
					Use
		<b>D. Appraiser's Certification</b>			<b>Q. Assessed Value and Tax Load</b>
		Facts True & Correct			Assessed Value
		No Interest or Bias in Property			Tax Load
		Conforms to USPAP			
		Subject Property Inspected			<b>R. Zoning &amp; Land Use Regulations</b>
		Acknowledge Professional Assistance			Description
		Limited only by Assumptions & Limiting Conditions			Probability of Rezoning
		No Contingent Fee			Land Use Regs Summarized
		Offered to Have Property Owner Accompany on Inspection			
		Effective Date of Value			<b>S. Highest and Best Use</b>
		Estimate of Value			As if Vacant
		Performed Services within three-year period			As Improved
					Legal, Physical, Economic, & Max.
					Productive Uses all considered
					Reasonable H&B Use Conclusion
		<b>E. Summary of Salient Facts and Conclusions</b>			
		Identification of Subject Property			
		Effective Date of Value			
		Highest and Best Use			
		Description			
		Value			
		Cost			
		Sales Comparison			
		Income			
		Final Opinion			
		<b>F. Photographs of Subject</b>			
		<b>G. Assumptions and Limiting Conditions</b>			
		<b>H. Scope of Appraisal</b>			

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**Appraisal Report Documentation Checklist Page 2 of 2. OAS Request No.**

Appraiser Page No.	Reviewer Verification	Component	Appraiser Page No.	Reviewer Verification	Component
		<b>T. Land Valuation</b>			<b>BB. Plot Plan</b>
		Comparables			Property Boundaries Shown
		Description			Dimensions (if applicable)
		Photographs			Street Frontage (if applicable)
		Analysis			Photo Location
		Final Value Analysis			
		<b>U. Cost Approach to Value</b>			<b>CC. Floor Plan</b>
		Justified Omission			<b>DD. Title Report</b>
		Reproduction Cost & Source			<b>EE. Other Exhibits</b>
		Depreciation Market Supported			<b>FF. Qualifications of Appraiser(s)</b>
		Analysis			<b>GG. Copy of Appraiser(s) License</b>
		Value Indication			
		<b>V. Sales Comparison Approach</b>			
		Justified Omission			
		Comparables			
		Description			
		Photographs			
		Sale Analysis			
		Analysis			
		Value Indication			
		<b>W. Income Capitalization Approach</b>			
		Justified Omission			
		Gross Income Estimate			
		Vacancy & Collection Loss Estimate			
		Expenses:			
		Fixed			
		Operating			
		Reserves			
		Capitalization Rate			
		Market Derived & Supported			
		Selection Method			
		Value Indication			
		<b>X. Final Value Estimate</b>			
		Reasoned Analysis			
		Avoided Summation Approach			
		<b>Y. Location Map</b>			
		<b>Z. Comparable Data Map(s)</b>			
		All comparables notes on map(s)			
		Subject Property on map(s)			
		<b>AA. Comparable Data Sheets</b>			
		Confirmation			
		Sale Terms Reported			
		Grantor/Grantee Listed			
		Date of Sale			
		Recording Information			
		Location			
		Highest and best Use of Sale			
		Zoning			
		Legal Description			
		Physical Description			



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### **3.3 General Specifications and Other Requirements**

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#### **Tribal Permits, Taxes, and Payment**

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Field services shall comply with strict adherence to the business and permit requirements of the Paiute Tribe, and responsible for payment of all Tribal taxes and fees imposed by Tribal administrative offices, including but not limited to the Paiute Tribal Employments Rights Office, the Paiute Business Office, Paiute Environmental Protection Office, and Shivwits Band Programs of Natural Resources, Cultural Resources, and Economic Development.

#### **Green Procurement**

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The contractor shall observe federal initiatives to promote sustainable business practices, promulgated through Executive Order and Federal Acquisition Regulation(s). Accordingly, all hardcopy documents generated during performance of this requirement, either directly through reprographic services, generation of deliverables, products, and correspondence, or indirectly, for contract administration purposes (pre-award and post-award, includes bid proposals, faxes, and invoicing), shall be printed utilizing minimum standard, 30% post-consumer fiber content paper.

### **PART 4: DELIVERABLES**

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Hardcopy and Electronic deliverables for Tasks 1-3 of this requirement, and Optional Task #4, as warranted, shall be submitted to the Division of Acquisition, to the attention of the designated Contracting Officer (CO) for this requirement. The Division's mailing address is provided below:

BIA, Western Regional Office  
4<sup>th</sup> Floor, MS 450  
Phoenix, AZ 85004  
Attn: Contracting Officer

See Part 9 for listing of deliverables summary table and due dates.

### **PART 5: LIST OF ATTACHMENTS**

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- **Area Map**
- **Vicinity Map**
- **Property Map**
- **Facility Drawings**
  - Pond #2 Plan View, Profiles, and Subgrade Liner Tie-In Detail
  - Final Engineering Report For Pond 2 Closure, Monster Engineering (March, 2004)
- **Lease Documents**
  - Agreements, Amendments, Modifications, Renewals, and Exhibits (November, 1983- November, 2008)
- **EPA Orders**

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- EPA Order Requiring Monitoring, Testing, Analysis and Reporting, RCRA Section 3013 (September, 1999)
  - EPA Order on Consent, RCRA Section 7003 (September 2004)
- **Monitoring Reports**
  - Pond 2 Site Inspection Reports, Hecla (March, 2006-July, 2012)
- **Environmental Study**
  - Limited Subsurface Assessment Report, Ninyo and Moore (December, 2006)
- **Cost Document**
  - Assessment of In-Place and Removal Options for Wastes in Hecla Mining Company Apex Site Pond No.2., Ninyo and Moore (November, 2006)
- **Engineering Reports**
  - Hecla Pond 2 – Final Engineering Report, Monster Engineering (March, 2004)
  - Hecla Pond #2 Construction Completion Report, Hecla, (March 2006)
- **EPA Inspections**
  - Results of Hecla and OMG Site Visit, EPA (May, 2005)
  - RCRA Compliance Evaluation Inspection Report, EPA (May, 2006)
- **Environmental Study**
  - Soil Sampling Analysis Work Plan, Shepherd Miller Inc. (August, 2001)
  - Results of October 2001 Investigations, Apex Site Pond 2 Soils Sampling and Analysis (December, 2001)
- **Management Document**
  - Long-Term Monitoring and Maintenance Plan, Appendix H, I(March, 2004)
- **List of Resources**
  - List of Documents, Records and Correspondence Compiled for Pond #2

## **PART 6: PLACE OF PERFORMANCE**

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Contractor travel is required to the Site, leased and adjoining property, and to the Shivwits Community Building in Ivins, Utah, to conduct of field work and present draft and final LTMPs to BIA and Stakeholders. The physical addresses for these locations are as follows:

Hecla Pond #2 Lease Site  
Hecla Mining Company  
Mile 15, Highway 91 West  
St. George, Utah 84771

Shivwits Community Building  
Shivwits Band of Paiutes  
6060 West 3650 North  
Ivins, Utah 84738

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### **PART 7: PERIOD OF PERFORMANCE**

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This requirement includes a Base performance period of one (1) year (365 calendar days) and consecutive one (1) year (365 calendar day) Option period of performance. The full term of this is two (2) years, originating the day of the Notice to Proceed date of the contract award document.

The contractor shall complete Tasks 1-3 or this requirement, providing services and rendering products, within six (months) one-hundred eighty days (180) from the NTP.

As authorized, Optional Services may be performed at any time during the two-year term of this requirement.

### **PART 8: OPTIONAL SERVICES, Task -4**

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With this Part, BIA reserves right to contract under this requirement any one or all of the following non-scope services and activities, performed only as authorized and directed by the BIA Contracting Officer, in accordance with the specifications of the executed modification for exercised Option. For bidding purposes, Offerors shall submit unit prices for labor, field work, travel, laboratory analysis, and reporting, as appropriate.

Optional work includes:

- 8.A Optional Services – Site Assessment, Sampling and Analysis:** Includes performance of: (1) ASTM Phase II Environmental Site Assessment (E1903-11); (2) sample and analysis and health and safety planning; (3) sample collection and chemical analysis of environmental media; (4) reporting of findings and conclusions, interpretation of results, comparative evaluation to baseline concentrations and/or applicable regulatory standards. Offerors should assume use of hollow-stemmed auger for collection of subgrade materials, and EPA Methods 6010B, 7471A, 8260B, 8270C, for testing of RCRA 8 metals, cobalt, copper, gallium, germanium, iron, manganese, nickel, sodium, tungsten, zinc, calcium, TPH, VOCs and SVOCs.
- 8.B Optional Services – Other Studies:** Includes other physical, biological, archaeological and cultural field investigations, including but not limited to: geophysical, geological, lithographic, and hydrological surveys, cadastral surveys; service arrangements pursuant to the National Environmental Policy Act (NEPA), and; preparation and submittal of reports, documents and records;
- 8.C Optional Services – Monitoring Well Installation/Decommissioning:** As authorized, for site characterization, evaluation of water quality, presence and/or delineation of contaminants. Decommissioning shall follow ASTM Standard for Decommissioning of Ground Water Wells, Vadose Zone Monitoring Devices, Boreholes, and Other Devices for Environmental Activities (D5299-99). Monitoring wells shall be constructed in accordance with ASTM Standard Guide for Design and Installation of Groundwater Monitoring Wells (D5092 – 04), utilizing hollow-stemmed auger, completed to an estimated maximum depth of one-hundred twenty feet below ground surface, surveyed, with completion reports prepared for each well, and;

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- 8.D Optional Services – Conceptual Site Modeling:** as needed to identify and describe processes that determine contaminant releases, contaminant migration, and exposure potential for environmental receptors to transient contamination. Modeling shall conform to ASTM Standard for Developing Conceptual Site Models for Contaminated Sites (E1689–95).

### PART 9: NOTICE TO OFFERORS

Bidder's are required to include in their proposals a preliminary project work plan, which describes in detail the approach of executing this requirement, identification of project personnel and qualifications, contractor/subcontractor organization, descriptions of past work involving a minimum of three (3) similar job sites, and anticipated schedule.

Proposals must include unit prices for labor, equipment, materials, travel, analytical services, transportation, and disposal expenses, as well as subtotal and total costs for Tasks 3.1 through 3.5 detailed below. Proposals are to be limited twenty (20) pages in length, excluding bid schedule information. Estimated labor hours, deliverables and due dates are presented in the table below:

Activity	Labor Hours			Due by:
	Task 1	Task 2	Task 3	
Deliverable	Project Work Plan, Draft LTMP Final LTMP	Pond 2 Closure Cost Estimate	Appraisal Report for Shivwits Band Properties	All Deliverables submitted 180 days from NTP
Records Review	32			Within 30 days from NTP
Site Visit	8			Within 60 days from NTP
LTMP Review & Update	80			By 180 days from NTP
Presentation and Meetings	18	1	1	Meeting #1- 90 days from NTP Meeting #2 – 180 days from NTP
Engineering Estimate		12		By 180 days from NTP
Property Valuation Appraisal			60	By 180 days from NTP
<b>Total Hours per Task</b>	<b>138</b>	<b>13</b>	<b>61</b>	<b>Project Total Hours: 212</b>

#### Appraisal Services

Bidders not meeting any one of the conditions/expectations listed below will be excluded from selection for award of this contract. These include:

- Certified Appraisal License.** Successful Appraiser/Contractor must have a State Certified General Appraisal License in good standing license for the state in which the subject property is located, or will obtain a temporary license for the State, if applicable.
- Experience.** Appraiser/Contractor appraiser must have experience in appraising market value of vacant land and experience with the requirements, appraisal principles and procedures in USPAP.
- Court Testimony.** The Appraiser/Contractor agrees to provide their services if called upon to give testimony or be in attendance in United States Court on behalf of the Government. Prior arrangements will be made with the appraiser for such services if it is determined that such

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services will be needed. Any proposals submitted for this proposed contract are **not** to include estimated costs for court appearances.

- (d) Confidential Information. The Appraiser/Contractor agrees that their reports and conclusions are confidential information of the U.S. Government and that they will not disclose their conclusions, in whole or in part, or reveal the reports to any persons whatsoever, other than the OAS and the BIA. The client holds the appraiser responsible for the appraiser-client relationship regarding confidential information. The client refers the appraiser to the Confidentiality section of Ethics Rule in the Uniform Standards of Professional Appraisal Practice.















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### Attachments

Offerors are provided attachments electronically for convenience and conservation of raw materials. Imbedded files may be opened by double left-clicking the Adobe portable document format icon appearing in the "Attachment" field.

ATTACHMENT	DESCRIPTION AND SOURCE INFORMATION
	<b>Figure 1: Area Map:</b> Shivwits Indian Reservation, Washington County, Utah.
	<b>Figure 2: Reservation Map:</b> Geospatial Site Location Map, Shivwits Indian Reservation.
	<b>Figure 3: Property Map:</b> Source: Biological Evaluation for the OMG 180 Acre Lease, SWCA Environmental Consultants, Inc.; March, 2000.
	<b>Facility Drawings:</b> Pond #2 Plan View, Profiles, and Subgrade Liner Tie-In Detail, Final Engineering Report For Pond 2 Closure, Monster Engineering; March, 2004.
	<b>Lease Documents:</b> Agreements, Amendments, Modifications, Renewals, and Exhibits. November, 1983- November, 2008.
	<b>EPA Orders:</b> Order Requiring Monitoring, Testing, Analysis and Reporting, RCRA Section 3013; September, 1999. EPA Order on Consent, RCRA Section 7003; September 2004.
	<b>Monthly Inspection (Progress) Reports:</b> Pond 2 Site Inspection Reports, Hecla; March, 2006-July, 2012.
	<b>Engineering Reports:</b> Hecla Pond 2 – Final Engineering Report, Monster Engineering; March, 2004; Hecla Pond #2 Construction Completion Report, Hecla, March 2006.
	<b>Environmental Study:</b> Limited Subsurface Assessment Report, Ninyo and Moore; December, 2006.
	<b>Cost Document:</b> Assessment of In-Place and Removal Options for Wastes in Hecla Mining Company Apex Site Pond No.2; Ninyo and Moore; November, 2005.
	<b>EPA Inspections:</b> Results of Hecla and OMG Site Visit; EPA May, 2005. RCRA Compliance Evaluation Inspection Report, EPA; May, 2006.
	<b>Environmental Study:</b> Soil Sampling Analysis Work Plan, Shepherd Miller Inc.; August, 2001. Results of October 2001 Investigations, Apex Site Pond 2 Soils Sampling and Analysis; December, 2001.
	<b>Management Document:</b> Long-Term Monitoring and Maintenance Plan, Appendix H;
	<b>List of Resources:</b> List of Documents, Records and Correspondence Compiled for Pond #2 and affiliate properties.